



Fiscal Year 2022

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Purchase Order #	20220090-00
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Delivery must be made within
doors of specified destination.

AP
VIENNA TOWN HALL
ACCOUNTS PAYABLE
127 CENTER STREET S
VIENNA VA 22180

VERTEX ROOFING CONTRACTORS INC.
9137 EUCLID COURT
MANASSAS VA 20110

VIENNA PARKS & RECREATION DEPT
BOWMAN HOUSE
211 CENTER STREET S
VIENNA VA 22180

By <u><i>Kuram Shelpin</i></u> Purchasing Agent		PURCHASING COPY		Total Ext. Price \$72,767.13 PO Total \$72,767.13	
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TERMS AND CONDITIONS
VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT. THROUGHOUT THIS DOCUMENT "THE TOWN" REFERS TO THE TOWN OF VIENNA.

1. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.

SUBSTITUTIONS: No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.

DEFAULT: In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.

4. **F.O.B. DESTINATION:** All orders for goods and services are to be F.O.B. DESTINATION unless otherwise specified on the Purchase Order.

5. **DELIVERY:** Delivery shall be made during working hours, Monday through Friday 8:15 AM – 4:15 PM excluding holidays, unless otherwise specified. Inside delivery is required unless otherwise specified on the Purchase Order, or unless prior approval has been given by an authorized Town Official.

LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this agreement are "Hazardous Substances" as defined by 3.1 250 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the vendor, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 3.1 252 or the Code of Virginia or Title 15 U.S.C. Sec. 1263.

MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets (MSDS) and descriptive literature shall be provided upon delivery of each chemical and/or compound offered.

TAX EXEMPTION: The Town of Vienna is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the vendor and become a part of real property.

8. The Purchasing Office will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.

9. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of this order or cancel the order in its entirety.

ANTI-TRUST: By entering into a contract, the vendor conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vienna under said contract.

10. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of

11. any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.

12.

13. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, Request for Quotation , the signed bid/proposal submitted by the vendor, the Town of Vienna's standard Purchase Order, any approved change orders issued, specifications, the Mandatory/Special Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.
14. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the vendor is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255 6321. The BPOL License number must be indicated on the submitted bid form.
15. **ANTI-DISCRIMINATION:** By acceptance of this agreement the vendor certifies to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act .
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.
- By acceptance of this agreement, vendors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with their bid, proposal, or quote and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
17. **CRIMINAL SANCTIONS:** The provisions referenced in Ethics of Public Contracting supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2 498.1 et seq.), and Articles 2 (§§ 18.2 438 et seq.) and 3 (§§ 18.2 446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
18. **APPLICABLE LAW AND COURTS:** This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
19. **INSURANCE:** The vendor shall provide the Purchasing Agent with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:
- Workers' Compensation -- Standard VA Workers' Compensation Policy
Broad Form Comprehensive General Liability--\$1,000,000.00.
Combined Single Limit coverage to include:
Premises - Operations; Products/Completed Operations;
Contractual; Independent Contractors; Owners and Contractors
Protective; Personal Injury
Automobile Liability--\$500,000.00 Combined Single Limit.
20. **DEBARMENT STATUS:** By acceptance of this agreement, vendors certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.